

MEMORANDUM OF UNDERSTANDING BETWEEN MARRIOTT INTERNATIONAL, INC. AND THE U.S. DEPARTMENT OF AGRICULTURE

1. PARTIES

The U.S. Department of Agriculture (USDA) enters into this Memorandum of Understanding (MOU) with Marriott International, Inc. (Marriott), hereinafter "Party" or "Parties."

2. PURPOSE

This MOU is established to enhance USDA's and Marriott's outreach efforts to minority farmers, to improve their business capacity and to provide expanded sales outlets for their products. The objectives of the MOU are to increase opportunities for minority farmers to establish alternative business enterprises and to provide products to the hospitality industry through the combined efforts and resources of Marriott and USDA. This is to be accomplished by providing training, technical assistance and mentoring, which will lead to enhanced production and marketing to the hospitality industry and others.

3. RESPONSIBILITIES

A. In so far as practicable, Marriott will provide the following in furtherance of the objectives of this MOU:

- (1) Identify minority producers in the Mid-Atlantic and Southern states that are likely to benefit from a program designed to promote the sale of farm produce to Marriott and the hospitality industry and aid in the development of the appropriate organization to facilitate production and sale of farm produce.
- (2) Facilitate and/or conduct training classes with minority farmers concerning product needs, marketing, transportation and food safety requirements.
- (3) Facilitate reception and purchase of quality food products from minority farmers into the hospitality distribution systems.
- (4) Develop an assessment of best farm practices for minority farmers in conjunction with USDA.

B. In so far as practicable, and in accordance with its statutory and regulatory authorities, USDA, through the Office of the Assistant Secretary for Civil Rights, will coordinate with appropriate USDA program agencies and serve as liaison to:

- (1) Provide program and technical guidance and support for business capacity building to support start-up activities, facilities development, partnerships with 1890 colleges/universities, Hispanic Association of Colleges and Universities, and 1994 Tribal Land Grant institutions, and identification of federal and commercial contracting strategies.
- (2) Provide technical assistance to minority farmers in obtaining grants to establish centers to provide producers with technical assistance, marketing and development.
- (3) Coordinate relationships with other USDA agencies for support for rural business development and financial assistance for minority farmers.
- (4) Support efforts of minority farmers to receive value-added agricultural produce market development grants to increase their share of the food and agricultural system profits.
- (4) Coordinate with federal agencies to identify and obtain resources for rural business development for minority farmers.
- (5) Promote farm business opportunities in economically distressed rural areas by highlighting activities and distribute information related to the objectives of the development of small farms.

4. FINANCIAL TERMS

This MOU is not a financial or funding document. It does not impose any financial commitments on either party.

Each Party will direct, manage and finance its own participation under the terms of this MOU.

Nothing in this MOU shall obligate either Party to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of USDA and Marriott will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

5. TERM OF MOU AND RIGHT OF TERMINATION

This MOU is effective the last date affixed to the signature of the Parties. Either Party may terminate this MOU without liability by providing thirty (30) days notice to the other Party. This MOU shall expire three (3) years from the effective date of signature of all Parties. By written mutual agreement, this MOU may be extended for an additional term as deemed appropriate.

6. THIRD-PARTY BENEFICIARY STATUS

This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

7. NON-ENDORSEMENT CLAUSE

The presence of the name or logo of Marriott does not constitute an endorsement of Marriott or its products by USDA.

8. SIGNATORY AUTHORITY FOR MODIFICATION

Any modification to this MOU will be made in writing and executed by an authorized representative of each Party.

SIGNED:

/S/

Ann M. Veneman
Secretary of Agriculture

Date: March 3, 2004

/S/

William Shaw, President and CCO
Marriott International, Inc.

Date: March 31, 2004